

CENTRAL  MINNESOTA

LEGAL SERVICES

Volunteer Attorney Program Policies and Procedures

Thank you for agreeing to participate in the Central Minnesota Legal Services (CMLS) Volunteer Attorney Program (VAP). As a member of the program's panel of attorneys, you will be asked to accept cases on a pro bono basis. The policies and procedures governing participation in the program are set forth below.

CMLS Responsibilities

CMLS agrees to be responsible for the administration of the program. CMLS service providers will screen all potential clients to determine financial eligibility and to determine the existence of a legal problem. Efforts will be made to ensure that all referrals are timely and appropriate.

CMLS will reimburse mileage at the standard IRS rate, copies, and long-distance telephone calls for every referred case. Attorneys will be provided with forms to file for their clients to obtain *In Forma Pauperis* status with the Court that should waive or reduce service and filing fees. VAP staff will provide assistance with the forms upon request of the attorney.

Litigation and other costs, including but not limited to property appraisals, mediation costs, Early Neutral Evaluation costs, Guardian Ad Litem and custody evaluation costs, medical record copy costs, reduced cost filing fees, and witness fees will not be reimbursed without prior approval of the Managing Attorney or Executive Director. CMLS requests that attorneys utilize the *Supplemental In Forma Pauperis* papers to request reimbursement of litigation costs by the Court before requesting prior approval from CMLS. CMLS will assist with the completion of Supplemental IFP forms upon request of the volunteer attorney.

Volunteer attorneys may seek attorney fees as appropriate. Any attorney fee award will be split between the attorney and CMLS with the attorney receiving 75% and CMLS receiving 25%.

CMLS is committed to assisting you in representing clients referred by this program. CMLS will notify volunteer attorneys of upcoming CLE's through various sources and assist in arranging for volunteer attorneys to attend on a free or reduced cost basis. Upon request legal services staff will be available to assist with research materials, briefs, pleadings, legal advice and/or co-counseling assistance. CMLS also provides malpractice insurance to volunteer attorneys on each attorney's volunteer cases.

CMLS will send out a client satisfaction survey to the client after the case is closed, and a copy of returned surveys will be available to the volunteer attorney. On a quarterly basis CMLS will also contact the client and/or the volunteer attorney to check the status of an open case and to ask the attorney whether any back-up support could be helpful.

Volunteer Attorney Responsibilities

You agree that after you have accepted a case under this program, it is your sole responsibility and you will act as attorney for the client on your own behalf and not on behalf of or as agent of CMLS.

You will inform the VAP coordinator immediately after the initial interview if you do not wish to accept the case. You also agree to inform the coordinator if you believe the referred case lacks legal merit.

You agree to represent clients referred to you by this program in a manner which is consistent with the Attorney's Code of Professional Responsibility. You may report to the VAP coordinator any substantial change in the client's circumstances which would indicate that the client is no longer financially eligible. If the CMLS service provider determines the client is no longer financially eligible, you agree that you may choose to withdraw contingent on your ethical duties or you may continue to represent the client and enter into a payment agreement directly with the client. Unless the CMLS service provider determines a client to be no longer financially eligible, you agree not to charge clients for your service with regard to matters referred to you by this program.

Before you withdraw from representation in any circumstance, you will discuss the matter with the VAP coordinator and the client. You agree to immediately refer the client back to the VAP coordinator in case of your withdrawal (except when the client is no longer financially eligible). If you withdraw from the case, you agree to take all necessary action to preserve the client's case and legal rights consistent with the Code of Professional Responsibility. Once you have accepted a VAP case you agree not to later reject the case except under exceptional circumstances.

CMLS does maintain a small litigation fund to cover litigation expenses not covered by an IFP or Supplemental IFP. In an effort to manage those funds CMLS requests that you utilize the IFP process first. If the court will not cover litigation costs CMLS will determine if costs will be paid from the litigation fund. If CMLS cannot pay the costs you will discuss with the client how those costs will be paid by the client.

At the beginning of your representation of an eligible client you will complete the Representation Agreement and Attorney Acknowledgement and return them to CMLS. When a case is complete you will complete a Case Closing Sheet and return it to CMLS along with a copy of the final order. Both forms will be provided to you by CMLS with a referral. As a condition of our funding CMLS has an obligation to close cases in a timely manner. Cases that are not closed in a timely manner cannot be counted as a part of our funding.

If you have any questions about the policies or procedures of this program, we urge you to contact the program's Executive Director, Jean Lastine at Central Minnesota Legal Services, 430 First Avenue North, Suite 359, Minneapolis, MN 55401-1780 or call 612-332-8151.

